

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
ON THE CONDITIONS OF CONSTRUCTION
OF DIPLOMATIC AND CONSULAR COMPLEXES IN THE PEOPLE'S
REPUBLIC OF CHINA AND THE UNITED STATES OF AMERICA**

WHEREAS the Government of the United States of America (hereinafter the "U.S. Side") and the Government of the People's Republic of China (hereinafter the "Chinese Side") (together hereinafter the "Parties") signed the Agreement Between the Government of the United States of America and the Government of the People's Republic of China Concerning the Mutual Provision of Properties for Use of the Two Countries at Beijing on March 23, 1991 (hereinafter the "1991 Agreement"); and

WHEREAS the Parties signed the Memorandum of Understanding Between the Government of the United States of America and the Government of the People's Republic of China at Washington on September 28, 1995 (hereinafter the "1995 MOU"); and

WHEREAS the Parties signed the Memorandum of Understanding Between the Government of the United States of America and the Government of the People's Republic of China Concerning the Provision of Properties in Washington, D.C., Beijing, and Guangzhou at Beijing on November 1, 2000 (hereinafter the "2000 MOU"); and

WHEREAS the U.S. Side acquired use of the site of its new embassy complex (hereinafter the "Liang Ma He Site") by the Agreement Between the Government of the United States of America and the Government of the People's Republic of China Concerning the Use of the Property Located at the Liang Ma He Diplomatic Zone in Beijing, signed at Washington on October 19, 2001 (hereinafter the "Liang Ma He Property Agreement"); and

WHEREAS the U.S. Side acquired use of the site of its new consulate complex (hereinafter the "Tian He Site") by the Agreement Between the Government of the United States of America and the Government of the People's Republic of China Concerning the Use of the Property located at the Tian He Zone in Guangzhou, signed at Washington on October 19, 2001 (hereinafter the "Tian He Property Agreement"); and

WHEREAS the Chinese Side acquired use of the site of its new embassy complex (hereinafter the "ICC Site") by the Agreement Between the Government of the United States of America and the Government of the People's Republic of China Concerning the Use of the Property Located at the International Chancery Center in Washington, D.C., signed at Washington on October 19, 2001 (hereinafter the "ICC Property Agreement"); and

WHEREAS the Parties signed the Agreement Between the Government of the United States of America and the Government of the People's Republic of China on the Conditions of Construction of New Embassy Complexes in Washington and Beijing at Washington on November 17, 2003 (hereinafter the "2003 COCA"); and

WHEREAS the Chinese Embassy and Consulate General complexes in the United States as well as China's Permanent Mission to the UN in New York, and United States Embassy and Consulate General complexes in China need to undertake new construction, expansion, renovation and demolition projects; and

WHEREAS the Parties enter into this Agreement further to their privileges and immunities enjoyed and their obligations undertaken in accordance with the Vienna Convention on Diplomatic Relations (hereinafter the "VCDR"), and the Treaty Between the Government of the United States of America and the Government of the People's Republic of China on Consular Relations of September 17, 1980 (hereinafter the "China-U.S. Consular Treaty") as well as the Vienna Convention on Consular Relations where that agreement addresses an issue on which the China-U.S. Consular Treaty is silent, provided that the China-U.S. Consular Treaty takes precedence over the Vienna Convention on Consular Relations on issues addressed by both; and

WHEREAS this Agreement does not prejudice either Party's positions on the interpretation of the VCDR, the Vienna Convention on Consular Relations, or the China-U.S. Consular Treaty;

WHEREAS ARTICLE 17 OF THE 2003 COCA stipulates that, to the extent practicable and consistent with Host Country law, the relevant principles and arrangements in the 2003 COCA shall serve as a guideline for the conditions of construction applying to similar future diplomatic and consular construction projects undertaken by one Party in the territory of the other Party, and that the Parties shall hold separate discussions to enter into agreements with respect to these projects,

The Parties hereby agree, in accordance with the principles of reciprocity and mutual benefit and Article 17 of the 2003 COCA, on the following conditions for the construction of diplomatic and consular facilities to be built in the United States of America and the People's Republic of China at existing bilateral diplomatic and consular locations:

1. Definitions and Applicability

- 1.1 For the purposes of this Agreement, the Party (the U.S. Side or the Chinese Side) engaging in construction shall be referred to as the "Construction Party," and the country (the United States of America or the People's Republic of China) in which such construction is being conducted shall be referred to as the "Host Country."

1.2 This Agreement shall apply to all Host Country and Construction Party activities in connection with U.S. Projects and Chinese Projects at existing bilateral diplomatic and consular locations.

1.3 For the purposes of this Agreement, "existing bilateral diplomatic and consular locations" shall refer to the following posts:

In the United States of America: The Embassy of the People's Republic of China in Washington, DC, and the Consulates General of the People's Republic of China in Chicago, Houston, Los Angeles, New York, and San Francisco.

In the People's Republic of China: The Embassy of the United States of America in Beijing; the Consulates General of the United States of America in Chengdu, Guangzhou, Shanghai, Shenyang; and Wuhan.

1.4 The construction project at China's Permanent Mission to the United Nations in New York shall be governed by this Agreement.

1.5 The demolition and construction project at the old Chinese Chancery, located at 2300 Connecticut Avenue in Washington, D.C. and the expansion project at the new U.S. Embassy located in the Third Diplomatic Zone in Beijing shall be governed by this Agreement. Specifics of the assistance that the Parties will provide each other with regards to review and approval of the afore-mentioned two projects are listed in Annex I.

1.6 For purposes of this Agreement, "project" shall refer to new construction, expansion, renovation, and demolition undertaken by the Chinese Side or the U.S. Side of all or parts of their respective embassy or consulate office buildings, Chief-of-Mission Residences, staff residences if collocated with embassy or consulate office buildings, and multi-unit staff housing compounds not so collocated.

1.7 For purposes of this Agreement, "temporary site" shall refer to a parcel of land or structure temporarily acquired by the Construction Party to support construction-related activities.

2. Planning Data and Design Data for Each Specific Construction Project

2.1 Subject to compliance with Host Country laws and regulations, the Host Country shall make a reasonable effort to facilitate the Construction Party in obtaining applicable planning data and design data. For purposes of this Agreement, "planning data" refers to all information on technical aspects necessary for the Construction Party planning, including but not limited to information on utilities, easements, and surveys. "Design data" refers to Host Country regulations and requirements that affect Construction Party design.

2.2 After taking possession of a project site, the Construction Party shall have the right to develop, at its own cost and at any time, its own technical information about the construction site, including but not limited to topographic, hydrological, environmental, boundary, and utility surveys or a detailed subsurface geotechnical exploration program.

3. Temporary and Permanent Utilities and Services

3.1 The Host Country shall make a reasonable effort to provide appropriate assistance to the Construction Party in obtaining the size and type of utilities and services that are required for the Construction Party's projects.

3.2 Subject to compliance with Host Country laws and regulations, the Construction Party may work directly with authorities in the locality in which the Construction Party project is located to obtain information concerning the size, type, and cost of utilities and services that is required for its project.

3.3 Usage fees for utilities and services shall be paid by the Construction Party at the prevailing published rates no higher than those charged to other diplomatic or consular missions.

3.4 Either Party may inspect the utility installations at the interface point, and, if required, and with the Construction Party's consent, up to the first point of distribution on the Site.

3.5 There shall be no restrictions imposed by the Host Country on Construction Party selection of qualified Host Country providers of utilities and services.

3.6 Construction Party installation and use of telecommunications equipment shall be in accordance with the VCDR or the China-U.S. Consular Treaty, as well as Host Country laws and regulations.

4. Planning and Design Review and Approval, Subject to Host Country laws and regulations Applicable to All Diplomatic and Consular Projects

4.1 The Construction Party shall, in accordance with Host Country laws and regulations, carry out Host Country planning and design review and approval procedures for their respective projects and shall acquire necessary construction permits. The Host Country should provide appropriate assistance.

4.2 Fees associated with obtaining the required planning, design and construction permits shall be in accordance with Host Country requirements applicable to all diplomatic missions or consular posts.

5. Construction Standards and Quality Safety Responsibilities

- 5.1 During and following the conclusion of the Construction Party's construction, the Host Country shall not enforce Host Country construction codes and standards through inspection, except for Host Country inspections of Construction Party equipment and lines at utility interface points.
- 5.2 The Parties agree that the Construction Party shall self-certify the safety of its construction equipment shipped into the Host Country and the installation and use of its special equipment such as elevators, boilers, and pressure vessels. Such equipment and installation on project sites shall be exempt from Host Country inspection.
- 5.3 The Construction Party shall be responsible for the quality and safety of its project during construction. The Host Country shall not require the Construction Party to enter into a contract with a local firm to supervise the construction.

6. Temporary Sites

- 6.1 The Construction Party may, in accordance with Host Country laws and regulations and with Host Country approval, acquire and use temporary sites in support of its project (including but not limited to fences, warehouses, construction offices, and worker temporary housing).
- 6.2 Within the duration of use approved by the Host Country, Construction Party temporary sites shall be considered part of the premises of the Construction Party diplomatic or consular mission and shall be inviolable in accordance with the VCDR or China-U.S. Consular Treaty, respectively.
- 6.3 The Construction Party shall have the right to seek any temporary easements for use during construction in accordance with the Host Country's laws and regulations.

7. Temporary Housing

- 7.1 Temporary housing used by the Construction Party for its construction personnel who are mission members shall be deemed private residences of the Construction Party diplomatic or consular mission members and shall be inviolable to the extent provided for by the VCDR or China-U.S. Consular Treaty, respectively.

8. Diplomatic or Consular Status of Sites and Archives

- 8.1 Any site acquired by either Party for future diplomatic and consular construction projects, whether acquired prior or subsequent to this Agreement, shall be considered part of the premises of the Construction Party's diplomatic or consular mission under the VCDR or the China-U.S. Consular Treaty, respectively, from the date of delivery of right to use.
- 8.2 All of the Construction Party's temporary sites shall be considered part of the premises of the Construction Party's diplomatic or consular mission under the VCDR or the China-U.S. Consular Treaty, respectively, within the duration of use approved by the Host Country.
- 8.3 All sites referred to in Articles 8.1 and 8.2 of this Agreement shall be inviolable and under the total control of the Construction Party.
- 8.4 The records and papers of an organization from the same country as the Construction Party relating to design or construction work performed in connection with such construction (including but not limited to tender and contract documents, architectural and engineering plans and specifications) shall be considered a constituent part of the archives of the diplomatic or consular mission of the Construction Party and shall be inviolable under the VCDR and the China-U.S. Consular Treaty, respectively.

9. Personnel and Companies

- 9.1 The Construction Party shall have the right to select project-related personnel and companies of its own choosing and of any nationality (including from the Host Country, the Construction Party or third countries) to perform all work in connection with its project.
- 9.2 The Host Country shall not require that any work be performed by or in partnership or joint venture with companies, organizations, or individuals from the Host Country, except for the work to be performed by the Diplomatic Services Bureau or local diplomatic services offices.
- 9.3 Construction Party payments to companies registered in the Host Country shall be made in accordance with Host Country laws and regulations. If the company is not registered in the Host Country, the Host Country shall not require that payments be made in the territory or currency of the Host Country.
- 9.4 Construction Party project-related personnel who hold the nationality of the country to which the Construction Party belongs or third country nationality shall be restricted to project-related work and shall leave the Host Country

upon conclusion of the project. However, a limited number of Construction Party personnel as mentioned above shall be permitted to remain in the Host Country after occupancy for the sole purpose of correcting any construction defects and establishing maintenance and operation procedures.

- 9.5 The Host Country shall issue renewable two-year multiple-entry visas (with duration of stay to be determined in accordance with Host Country law) to Construction Party personnel who are qualified.

The U.S. Side's construction personnel of U.S. nationality shall be issued service visas. The Chinese Side's construction personnel of Chinese nationality shall be issued A-2 visas. The U.S. Side's construction personnel of third country nationality shall be issued ordinary visas. The Chinese Side's construction personnel of third country nationality shall be issued visas that are appropriate to their status.

The Chinese Side's visa applications for construction personnel of Chinese nationality shall be processed at the U.S. Embassy in China, and the U.S. Side's visa applications for construction personnel of U.S. nationality shall be processed at the Chinese Embassy in the United States. Visa applications for personnel of third country nationality shall be processed, as much as possible, at the Chinese Embassy in the United States or U.S. Embassy in China. Should there be a need to process these applications in a third country, prior notice shall be served to the Ministry of Foreign Affairs of China or the U.S. Department of State, and the Parties shall provide necessary assistance.

- 9.6 Construction Party personnel who are of Construction Party nationality, and whose stay in the Host Country is more than 30 calendar days, shall be attached, as appropriate, to the Construction Party diplomatic mission as administrative and technical staff or to a consular mission as employees of the consulate for the duration of their work on a project. These personnel shall enjoy the privileges and immunities accorded administrative and technical staff of the diplomatic mission under the VCDR, or those accorded employees of a consulate under the China-U.S. Consular Treaty, respectively.

10. Shipments

- 10.1 The Construction Party shall have the right to import and export all project-related materials and equipment (including vehicles but not limited to vehicles) and shall be exempt from all customs duties, taxes, and related charges other than charges for storage, cartage and similar services, in accordance with Article 36 of the Vienna Convention on Diplomatic Relations.

- 10.2 Shipping containers shall not be used as diplomatic bags for project-related shipments.
- 10.3 The majority of project-related construction materials and equipment (including but not limited to vehicles, construction or inspection equipment) should be shipped as special dedicated project materials of the embassy or consulate. For the construction of the new U.S. Consulate General in Guangzhou and China's Permanent Mission to the United Nations in New York, on the premise that the Construction Party abides by Host Country laws and regulations, the Construction Party may transport its project-related sea-freight shipments directly to customs-specified supervised areas to await customs clearance, and may watch such shipments during the entire time from unloading until their release. However, detailed operational procedures shall be separately negotiated and determined by the Parties based on the principle of reciprocity. If necessary, the Construction Party may have access to its shipments pursuant to relevant Host Country regulations. At-the-port operational procedures for other future construction projects to be undertaken by the Parties shall be negotiated and determined during the planning stage of a specific project.
- 10.4 As a special bilateral arrangement, the Host Country customs shall, after the landing of construction materials and equipment shipped as special dedicated project materials for the Construction Party's embassy or consulate and within 48 hours of the submission of Construction Party's written declaration to the customs authorities, finish procedures for release and release the articles pursuant to Host Country customs procedures. The Construction Party shall submit advance written notice in accordance with Host Country requirements no later than 24 hours before the arrival of the shipments. The Construction Party shall comply with related Host Country laws and regulations and shall attach visible marks to the shipments and make customs declarations in writing to Host Country customs authorities.
- 10.5 The Parties pledge that construction materials and equipment shipped as special dedicated project materials for the embassy or consulate, as well as equipment installed and used, shall all respect relevant provisions of the VCDR or the China-U.S. Consular Treaty related to articles for official use of the mission and at the same time shall be in keeping with Host Country laws and regulations, and shall be limited to official and communications use of the embassy or consulate. No equipment and instruments that endanger Host Country security shall be imported. As a necessary means to determine whether construction materials and equipment shipped by the Construction Party include equipment and instruments that endanger Host Country security and whether construction materials and equipment shipped conform to the declaration, the Host Country shall have the right to subject shipments to passive inspection, without opening the containers; or, on the premise that

prior notice is served to the Construction Party, shall have the right to subject shipments to active inspection, without opening the containers. Such inspections shall be conducted in the presence of the Construction Party's diplomatic or consular agents or its authorized personnel. In the event the Construction Party objects to an active inspection, it shall have the right to return such shipments unopened and without inspection. In the event the Host Country determines that the Construction Party is importing equipment and instruments that endanger its national security, or that the materials and equipment shipped do not conform to the declaration, the Host Country, on the premise that prior notice is served to the Construction Party, shall have the right to inspect by opening the containers. Such inspections shall be conducted in the presence of the Construction Party's diplomatic or consular agents or its authorized personnel. In the event the Construction Party objects to an inspection, it shall have the right to return such shipments unopened and without inspection.

- 10.6 For materials and equipment imported into or exported out of the United States for Chinese projects and into or out of the People's Republic of China for U.S. projects, the ports of entry and exit shall generally be those in geographic proximity to the location of the specific project and commonly used by shipping companies operating to and from the Host Country. The Parties shall request approval for specific port(s) of entry and exit for specific projects during the planning phase of each project. The same arrangements shall apply for air shipments and the determination of the airport(s) to use for importation and exportation of project-related materials. The Parties note their willingness to discuss possible alternate ports of entry and exit, provided, however, that the Host Country has the ability to provide prompt service at alternate ports.
- 10.7 The Host Country shall provide facilitation and allow smooth delivery of all materials that the Construction Party ships to project-related sites of the Construction Party.
- 10.8 The Parties agree that Construction Party's purchase, storage, shipping, labeling, use, and disposal of all hazardous materials within the territory of the Host Country shall conform to applicable international standards and requirements and applicable Host Country laws and regulations.
- 10.9 Wooden products and wooden packing materials (including sea freight and air freight as the diplomatic bag and all articles that are shipped as special dedicated project materials) shipped by the Construction Party to the Host Country shall conform to Host Country quarantine requirements and be properly treated and labeled in accordance with the requirements of the International Plant Protection Convention. Competent authorities of the Parties shall furnish phytosanitary certificates or quarantine treatment certificates. Other animal and plant products shipped to the Host Country for

Construction Party's own use should also conform to Host Country quarantine requirements. The competent authorities on the Chinese Side are the Chinese exit-entry inspection and quarantine authorities, and the competent authority on the U.S. Side is the Animal and Plant Health Inspection Service (APHIS).

11. Local Acquisition

- 11.1 The acceptability of the locally manufactured items, materials, equipment, and services provided and the quality of the completed work shall be determined solely by the Construction Party.
- 11.2 The Construction Party shall not be required to obtain locally manufactured items, materials, equipment (including vehicles), and services through the Host Country or an entity designated by the Host Country.

12. Vehicles

- 12.1 The Construction Party may employ as many construction vehicles (e.g., trucks, pickups, and tractor-trailers) as it deems necessary for its project. This includes but is not limited to construction vehicles owned by companies registered in the Host Country.
- 12.2 Construction vehicles to be used in the project may be imported as Embassy or consulate cargo or locally obtained pursuant to local laws.
- 12.3 Construction Party vehicles with diplomatic or consular license plates/plaques shall be considered a constituent part of the means of transport of the Construction Party's diplomatic mission or consulate and shall be inviolable to the extent provided for in the VCDR or the China-U.S. Consular Treaty, respectively.
- 12.4 Construction Party vehicles shall be properly insured (including compulsory vehicular accident liability policies) and registered in accordance with Host Country laws and regulations.
 - 12.4.1 In the United States, the Chinese Side's passenger vehicles, vans, and small buses shall be registered through the Office of Foreign Missions (hereinafter referred to as "OFM").
 - 12.4.2 In China, the U.S. Side's project-related vehicles (excluding those owned by U.S. or third-country companies registered in China) may be processed in the name of the embassy or consulate in accordance with

existing regulations and practices in China and shall be issued diplomatic or consular license plates.

12.4.3 Operator licenses for passenger vehicles (as defined by Host Country laws and regulations) used by Construction Party personnel shall be certified by the Construction Party diplomatic or consular mission in the Host Country and shall be transferred into local operator licenses in the Host Country through existing procedures. This procedure does not apply to operator licenses for personnel who work for companies registered in the Host Country.

12.4.4 Operator licenses for small buses and vans used by Construction Party personnel shall be issued in accordance with existing Host Country laws and procedures.

12.5 Without prejudice to applicable privileges and immunities, Construction Party vehicle operators shall abide by local traffic regulations.

13. Site Access and Work Hours

13.1 The Construction Party shall have 24-hour right of entry seven days a week to its project-related sites, provided, however, that it abides by Host Country regulations on vehicle use. The Host Country shall make a reasonable effort to facilitate appropriate requests for waivers of such regulations, if necessary.

13.2 Construction Party work hours shall be determined by local regulations. The Host Country shall make a reasonable effort to facilitate appropriate requests for waivers of such regulations, if necessary.

14. Project Coordination

14.1 Site Preparation

Upon turnover of the project site and prior to commencement of general construction, the Construction Party shall have the right to conduct site preparation work subject to Host Country laws and regulations.

14.2 Commencement of General Construction

The Host Country shall make a reasonable effort to facilitate the Construction Party obtaining planning and design approval as required in Article 4 of this Agreement.

14.3 Project Occupancy

The Parties agree to carry out construction according to their respective plans. The Parties shall assist each other in completing their respective construction projects.

15. Taxes and Fees

15.1 The Parties hereby confirm that the tax arrangement reflected in the U.S. Side's diplomatic note number 02-74 dated April 4, 2002 and the Chinese Side's diplomatic note number CE 109/02 dated April 15, 2002 applies to projects already under way as well as those that shall take place in the future at existing or approved diplomatic and consular locations in both countries.

15.2 In China, services and labor under contracts relating to the U.S. project shall be exempt from payment of the business tax. The U.S. Side shall provide the Chinese Side, in advance, a list of companies related to their project(s) needed to qualify for the business tax exemption. The U.S. Side and U.S. and third-country project-related companies shall independently enter into contracts at the business tax-excluded price.

15.3 In China, U.S. project-related contracts between the U.S. Side and U.S. companies shall be exempt from the stamp tax.

15.4 Construction Party personnel and companies shall be levied or exempted from income tax as allowed under applicable treaties and Host Country law.

15.5 The Construction Party shall have the right, subject to applicable laws, to register its interests in its new construction complex or complexes upon completion of construction and to take occupancy of such complex or complexes on its own. Pursuant to the VCDR and the China-U.S. Consular Treaty, the Construction Party's registration shall be exempt from payment of dues and taxes and similar charges, except for fees reflecting specific services rendered. The Host Country shall make a reasonable effort to provide assistance in this regard.

15.6 The Construction Party shall have the right to dispose of duty-free imports in accordance with Host Country law.

16. Applicable Law and Dispute Resolution

16.1 This Agreement shall not be construed to supersede the terms of the 2003 COCA with respect to the specific construction projects that are the subject of the 2003 COCA, namely the construction of the new diplomatic premises

of the United States of America in Beijing and of the People's Republic of China in Washington, D.C.

16.2 If any issue is not addressed in this Agreement, the Parties shall refer to their past agreements and relevant diplomatic notes for resolution. Any issue not addressed in these documents shall be addressed through mutual consultation between the Parties.

16.3 Should any dispute arise out of the implementation of this Agreement, the Parties shall first address the dispute through informal working-level consultations.

16.4 Any disputes that are not resolved through such informal working-level consultations shall be resolved through diplomatic channels.

17. Notices

17.1 All notices and other formal communications required by or in implementation of this Agreement shall be in the form of diplomatic note.

17.2 With respect to U.S. Projects, notices shall be directed to the Embassy of the United States of America to the People's Republic of China and to the Ministry of Foreign Affairs of the People's Republic of China (Administrative Department).

17.3 With respect to Chinese Projects, notices shall be directed to the Embassy of the People's Republic of China to the United States of America and to the United States Department of State (OFM).

18. Miscellaneous

18.1 This Agreement shall enter into force on the date of the signatures below and shall remain in force for a period of 10 years.

18.2 One year prior to the expiration of this Agreement, the Parties shall determine through negotiations whether it shall be extended or terminated. The termination of this Agreement shall not affect the implementation of projects on-going pursuant to this Agreement whose planning and design have been approved.

18.3 This Agreement may be amended upon written agreement by both Parties.

18.4 One year after both Party's projects are completed according to their own

schedules and put into use, such projects shall cease to be governed by this Agreement.

DONE at Washington this twentieth day of August, 2009, in duplicate in the English and Chinese languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA:

Handwritten signature of Patrick F. Kennedy in cursive script.Handwritten signature in Chinese characters, likely representing the official representative of the People's Republic of China.

Annex I

Regarding filing and approval matters pertaining to the demolition and construction project at the old Chinese Embassy in the United States (hereinafter, the "Chinese Side's Connecticut Avenue Project") and the expansion project at the United States new Embassy in China (hereinafter, the "U.S. Side's New Embassy Expansion Project"), the two sides have reached agreement as follows:

The U.S. Side will provide full and active assistance to the Chinese Side's Connecticut Avenue Project within the scope permitted by United States laws. At the same time, the U.S. Side is willing to construct its New Embassy Expansion Project under the same terms and conditions applicable to the Chinese Side's Connecticut Avenue Project. In view of the above, both sides hereby affirm their willingness to incorporate the Connecticut Avenue Project and the U.S. Side's New Embassy Expansion Project into *"The Agreement Between the Government of the People's Republic of China and the Government of the United States of America on the Conditions of Construction of Diplomatic and Consular Complexes in the United States of America and the People's Republic of China,"* so that both projects are governed by the said Agreement. Regarding the review and approval of planning, design and construction permits for Chinese Side's Connecticut Avenue Project, the U.S. Side shall provide the following specific assistance.

1. The U.S. Side will designate dedicated personnel to assist the Chinese Side's Connecticut Avenue Project in filing for project approval, until the Chinese Side's Connecticut Avenue Project obtains construction permit and other approval documents. If necessary, high level officials of the United States will also provide active assistance to the Chinese Side's Connecticut Avenue Project.
2. From the date the Chinese Side formally proposes the Connecticut Avenue Project to the U.S. Side, the U.S. Side will grant the approval within 30 calendar days, so as to facilitate the Chinese Side's preparation for submission of relevant materials to the Foreign Missions Board of Zoning Adjustment (FMBZA) in the next stage.
3. The Chinese Embassy in the United States will instruct its Connecticut Avenue Project team to fully communicate with the U.S. Side during the process of project planning, plans, and design, in order to ensure that the U.S. Side is able to fully understand the Chinese Side's intentions.
4. The project filing materials submitted by the Chinese Side to the FMBZA will conform to FMBZA's general requirements in terms of depth and completeness.
5. Following the Chinese Side's submission of project filing materials that conform to the requirements, the U.S. Side's dedicated personnel will assist, as soon as possible, the Chinese Side and its teams, such as consultants and architects that it retains, in communicating and coordinating with agencies and organizations such as District of Columbia Office of Planning (DCOP), Historic Preservation Review Board (HPRB), District of Columbia Department of Transportation (DCDOT), Advisory Neighborhood Commissions (ANC), Sheridan-Kalorama Neighborhood Council (SKNC), Sheridan-Kalorama Historical Association (SKHA), Commission

of Fine Arts (CFA), and National Park Service (NPS). Such dedicated personnel will urge relevant agencies and organizations to hold required hearings (or meetings) as soon as possible and will participate in these hearings (or meetings) to provide positive input. For the few hearings (or meetings) that the Chinese Side is unable to attend but that the U.S. Side is present at, the U.S. Side shall convey, in a timely manner, relevant information to the Chinese Side.

The U.S. Side will make its best efforts to ensure that all required reports are submitted prior to the FMBZA hearings, and will assist the Chinese Side in resolving issues contained in the above-mentioned reports in the shortest time possible. Should new issues arise in the course of FMBZA hearings, the Chinese Side will, in a timely manner, resolve them with the assistance from the U.S. Side. Within the limits of US law, the U.S. Side will ensure to assist the Chinese side in obtaining the full approval of the Connecticut Avenue Project within six calendar months following its first submission of the application to the FMBZA.

6. Upon FMBZA's approval of the Chinese Side's Connecticut Avenue project, the United States Side's dedicated personnel will, as soon as possible and within the limits of U.S. law, assist the Chinese Side's Connecticut Avenue project team in communicating and coordinating with all agencies of the government of the District of Columbia, and other organizations involved with the project, with the goal of obtaining from the DC Government all necessary permits, certificates, and documents, such as construction permits, related to the Chinese Side's Connecticut Avenue project no later than 6 calendar months after the Chinese Side submits its first application to the DCRA.

The Chinese Side pledges to provide the United States Embassy in China with identical assistance on its New Embassy Expansion Project.

The Two Sides agree that the timeframes of review and approval for both the Chinese Side's Connecticut Avenue Project and the U.S. Side's New Embassy Expansion Project should be approximately the same. Upon completion of the review and approval process for the two projects, their respective work in the construction stage may advance independently at their own pace, with the assistance provided by the other side.